

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BANGOR, MAINE

and

**CITY OF BANGOR FLEET SERVICES & AIRPORT GROUND SUPPORT EQUIPMENT (GSE)
EMPLOYEES**

LOCAL

BANGOR FEDERATION OF PUBLIC EMPLOYEES, Local 6071, AFT, A.F.L.- C.I.O.

EFFECTIVE July 1, 2023 – EXPIRES June 30, 2026

Table of Contents

Contents

ARTICLE 1: Preamble.....	3
ARTICLE 2: Recognition	3
ARTICLE 3: Union Security-No Discrimination by Parties.....	3
ARTICLE 4: Hours of Work	5
ARTICLE 5: Holidays	6
ARTICLE 6: Sick Leave.....	7
ARTICLE 7: Annual Leave	9
ARTICLE 8: Bereavement Leave	9
ARTICLE 9: Military Leave	10
ARTICLE 10: Leaves of Absence	10
ARTICLE 11: Jury Duty	11
ARTICLE 12: Seniority	12
ARTICLE 13: Vacancies, Transfers, and Promotions	12
ARTICLE 14: Layoff and Recall	12
ARTICLE 15: Wages-Overtime	13
ARTICLE 16: Health Insurance.....	14
Open Access Plus 90% Plan.....	15
ARTICLE 17: Union Activities on City's Time and Premises	15
ARTICLE 18: Discipline and Discharge	16
ARTICLE 19: Work Rules	17
ARTICLE 20: Management Rights	18
ARTICLE 21: Probationary Period.....	18
ARTICLE 22: Health and Safety/Uniforms.....	18
ARTICLE 23: Grievance Procedure	19
ARTICLE 24: Training.....	21
ARTICLE 25: Workers' Compensation	21
ARTICLE 26: Retirement.....	22
ARTICLE 27: No Strike - No Lockout.....	23
ARTICLE 28: Savings Clause	23
ARTICLE 29: Bulletin Boards.....	23
ARTICLE 30: Personnel File.....	23
ARTICLE 31: Subcontracting.....	23
ARTICLE 32: Finality	23
ARTICLE 33: Duration	24
Appendix A.....	25

ARTICLE 1: Preamble

1. In order to increase general efficiency in the City and to promote the morale, equal rights, well-being, and security of its employees, and to promote the public health, safety, and welfare of the citizens, the City of Bangor, through its City Council, hereinafter referred to as the "City", and Bangor Federation of Public Employees, Local 6071, A.F.T., AFL-CIO, hereinafter referred to as the "Union", herein bind themselves pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A., 961 through 975, 1969, as amended) in mutual Agreement as follows:

ARTICLE 2: Recognition

1. The City recognizes Bangor Federation of Public Employees, Local 6071, A.F.T., AFL-CIO, as sole and exclusive bargaining agent for the positions of Automotive Maintenance Technician II, Automotive Painter, Automotive Lead Technician, Stores Clerk, and Custodial Worker II employed by the City of Bangor and excluding the Fleet Services Director, Office Manager/ Administrative Assistant and all other employees of the City of Bangor, for the purpose of establishing salaries, wages, hours and other conditions of employment.

2. The City recognizes the right of the Union to elect representatives who shall be recognized by the City as the official representatives. Upon execution of this Agreement and annually thereafter, the Union will provide the names of said representatives to the City, in writing. Should changes in representation occur, the City shall be notified in writing as soon as possible. Upon written notification, the City will only recognize those representatives listed for the purpose of representing individuals at the Fleet Services.

ARTICLE 3: Union Security-No Discrimination by Parties

1. Membership in the Union is not compulsory nor mandatory. Employees covered by this Agreement shall have the right to join, maintain or drop their membership in the Union. No employee shall be favored or discriminated against by either the City or the Union because of their membership or non-membership in the Union.

2. If during the term of this Agreement or any extension thereof, 26 MRSA §964(1)(b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for union security provisions in public employee collective bargaining agreements, the issue of inclusion of union security provisions in this Agreement will be open for negotiations by either party hereto.

3. The parties of this Agreement agree that they shall not discriminate based upon the protected classes as listed in the Maine Human Rights Act, such as race, color, ancestry, national origin, sexual orientation, sex, physical or mental disability, religion, and age.

4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to to all protected classes. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

5. The City and the Union agree that membership in the Union is not mandatory. They further agree that they will not interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union or any City management representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this contract.

6. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further, agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.

7. The City and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty if requested, to represent all members of the bargaining unit. Therefore, it is agreed that employees who choose not to belong to the Union shall be subject only to the following:

- a. Be subject to no payroll deduction, but if Union representation is requested on any grievance, the employee should pay forty (40) dollars per hour for representation by the Union representative and eighty (80) dollars per hour for representation by the Union's attorney. All expenses incurred in the proceedings, including the cost of any arbitrators, will be borne by the employee.
- b. Employees may elect to represent themselves in any matter covered by this Labor Agreement, up to Step 2 of the Grievance Procedure contained herein, CBA Article 23. At Step 2 of the Grievance Procedure, Local 6071 shall control access of all grievances progressing to Step 3, arbitration.
- c. On or about January 1 of each year, the Union shall provide the City of Bangor Fleet Services Director with a list of employees covered by this agreement.
- d. It is specifically agreed that any dispute between the Union and the employee in the bargaining unit regarding the fair share fee shall not be subject to the grievance and arbitration procedure in the agreement.
- f. It will be the sole responsibility of the Local Officers or their designee to track and acquire the signatures of non-members for release statements agreeing to payment schedules.

8. It is specifically agreed that any dispute between the Union and the employee in the bargaining unit regarding representation of fees described in paragraph (a.), shall not be subject to the grievance and arbitration procedure contained in this agreement.

9. The City agrees to deduct the regular weekly Union dues and benefit premium upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the Human Resources Director by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.

10. The City will forward all such dues so collected to the Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.

11. The written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing the employer and the Treasurer of the Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this agreement.

ARTICLE 4: Hours of Work

1. It is understood that the operation of Fleet Services is a one-shift operation. Regular shift hours are 6:30am - 3:00pm, Monday through Friday. The normal workweek shall be forty (40) hours.

2. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. However, nothing in this Article or elsewhere in this contract shall be construed as guaranteeing forty (40) hours of work.

3. "Hours worked" shall include: Regular Duty, Annual Leave, Holiday Pay, Military Leave, Jury Duty, Sick Time and time spent on doctor/hospital visits for workers' compensation.

4. Pay checks will be issued on a weekly basis.

5. For payroll purposes, the work week will begin at 0001 on Sunday and end at 2400 on Saturday.

6. Employees may request to swap a shift in accordance with Fair Labor Standards Act (FLSA) regulations and only with the prior approval of the Fleet Services Director.

7. The City retains the right to call in employees as required.

8. In the event that snowplowing operations commence, the City reserves the right to split shifts as it has customarily done in the past. The City may assign employees to twelve (12) hour shifts. In that event the employees will be allowed an additional fifteen (15) minute break. For

employees who normally work the day shift, they shall be permitted to schedule this fifteen-minute break with the scheduled morning break in order to have a paid meal period.

9. A. There will be a scheduled break limited to fifteen (15) minutes in the morning. Employees will be allowed a five (5) minute wash up period prior to the scheduled thirty (30) minute unpaid lunch break. There will be an unscheduled break limited to fifteen (15) minutes in the afternoon. Employees will be allowed a five (5) minute wash up period prior to the end of their scheduled work shift.

10. At the beginning of each shift and after any scheduled break, employees shall be in their assigned areas and will commence work promptly at the start of the shift or at the end of any scheduled break.

11. A. A thirty (30) minute lunch break shall be scheduled by the City by assigning employees to a specified lunch break between 11:00 a.m. to 12:00 p.m. The lunch break will be staggered to provide technician coverage during the entire lunch period. If, due to an emergency, the City is unable to provide the employee with an unpaid meal period at the scheduled time, then it shall provide a paid thirty (30) minute lunch break to the employee as soon as possible thereafter.

12. A. Employees called in to work outside of their regular work shift will be paid a minimum of two (2) hours at their regular hourly rate of pay. The City will provide work for the two (2) hour period, if none is available, the employee will be allowed to leave as soon as the work is completed.

B. The City will utilize the seniority roster for call in purposes. Employees will be called in by rotation beginning with the most senior qualified employee not previously contacted.

C. It shall be the employee's responsibility to keep the City apprised of their most current telephone number.

13. In the event that the Fleet Services Director and the Lead Technician are both absent on a shift, the employee assigned as the acting Leadman, shall receive one half (½) hours pay at their base hourly rate for assuming the Lead Technician duties.

ARTICLE 5: Holidays

1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

New Year's Day	Indigenous Peoples' Day
Martin Luther King, Jr. Day	Patriots' Day
President's Day	Veterans Day
Memorial Day	<u>Juneteenth</u>
Independence Day	Labor Day

Thanksgiving Day
Christmas Day

Friday following Thanksgiving Day

2. Eligible employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by eight (8) hours.
3. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule. The observed date is to be considered the holiday for pay purposes.
4. In order to be eligible for holiday pay, an employee must have worked the last scheduled work day before the holiday and the next scheduled work day after the holiday unless excused by the City.

ARTICLE 6: Sick Leave

1. Any employee contracting or incurring any sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay if accrued.
2. Sick leave shall be accrued at the rate of one and one quarter (1 1/4) days per calendar month of continuous service, accumulative to not more than one hundred and twenty (120) days.
3. No employee shall be eligible to use sick leave unless they notify the Fleet Services Director or the City's representative at least two (2) hours or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled work day. This shall not apply to employees who are out on extended illness. Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said two (2) hour period.
4. A maximum of forty (40) hours per week will be paid to any employee on sick leave.
5. Sick leave shall be charged when an employee is confined due to an officially posted quarantine, when established by any official health agency which in itself prevents attendance at the place of work.
6. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy will be subject to disciplinary action under Article 18, Discipline and Discharge, incorporated within this Agreement.
7. Sick leave may be used in emergency situations for attendance upon members of their family limited to the spouse, children, parents, stepchildren, stepparents, brothers, sisters of the employee and limited to twelve (12) days per calendar year. This paragraph is intended to

cover only those emergency situations where the nature of the illness is such that the employee themselves be available to care for their family, limited to two (2) days per incident, the second available day must have the approval of the Fleet Services Director, unless the employee submits a written request for a member of the family.

8. Sick Leave may be used to attend routine appointments that can only be scheduled during working hours relating to an employee's personal health care or preventive health care, such as doctors, dentists or other professional health providers.

9. The Human Resources Director and/or Fleet Services Manager may require as a condition precedent to the payment of sick leave a doctor's note to be completed by a qualified physician certifying as to the conditions of the employee or member of their family when there is reason to believe that the employee is abusing sick leave. Failure to promptly produce a doctor's note, once an employee is advised, may lead to disciplinary action in accordance with Article 18, Discipline and Discharge, being taken against the employee.

10. During the terms of this Agreement, when an employee retires from active service with the City and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System or the Alternate Retirement Plan as it applies to the City, the employee shall receive an amount equal to their salary at the time of their retirement for one-third (1/3) the number of days of accumulated unused sick leave to a maximum of forty (40) days.

11. In the event of the death of an employee, sick leave accumulated in accordance with these rules shall be paid to the estate of the employee or to the beneficiary designated by the employee under the Group Life Insurance, if selected.

12. Employees completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provision of Article 7 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave. Sick leave bonus days may not be used to substitute for disciplinary action and must be taken in full day increments. Sick leave bonus days will be scheduled upon request by the Fleet Services Director or their designee in accordance with the needs of the Department and the preference of the employee.

13. Sick Leave may be used in accordance with the Family Medical Leave Act provisions.

14. In cases of serious illness an employee may not have sufficient sick time accrued to cover the entire illness. In such cases, the Fleet Services Director, with approval of City Manager or their designee, may authorize the establishment of a sick leave pool. Individual employees may donate their accrued vacation time. The total pool established may not exceed twenty (20) working days unless specifically authorized by the City Manager based upon the circumstances of the request. Computation shall be made on a day for day basis and at the pay level of the employee to be benefitted.

ARTICLE 7: Annual Leave

1. Employees shall accrue two (2) weeks' vacation after one (1) year of continuous service.
2. After six (6) years of continuous service, employees shall begin to accrue three (3) weeks' vacation on a weekly basis.
3. After eleven (11) years of continuous service, employees shall begin to accrue three and one half (3 ½) weeks' vacation on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks' vacation on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks' vacation on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after their initial full-time appointment shall not be deemed to have accrued any vacation leave.
7. Any unused vacation days may accrue from one (1) year to the next but no vacation leave shall accumulate in excess of six (6) weeks (30 Days).
8. Requests for vacation leave will be made in writing at least two weeks prior to the intended vacation. These vacation requests will be at the employee's discretion. The City will provide an adequate form for these requests. Choice of vacation weeks shall be granted to employees on a first come first serve basis, unless two employees make a simultaneous request, in that case the senior employees will have preference. Only one week of vacation will be allowed for each request, unless otherwise approved by the Fleet Services Director. Vacations maybe granted in weekly, daily or lesser increments. The Fleet Services Director may approve vacations less than two (2) weeks in advance provided requests for vacations for daily or lesser increments must be made twenty-four (24) hours prior to the requested time off and Fleet Services Director has signed the approval form and the employee has this approval in hand, and the time off does not impair the overall efficiency of the operation. The Fleet Services Director, after reviewing the workload, will determine if any employees may be allowed vacation during any week. It is understood that any vacancy caused by vacation will not result in overtime coverage. The Fleet Services Director's determination as to scheduling of annual leave shall be final. Failure to grant vacation will not be done in an arbitrary, capricious manner.
9. All vacation leave privileges shall be with the approval of the Fleet Services Director.

ARTICLE 8: Bereavement Leave

1. Up to three (3) nonconsecutive workdays shall be allowed with pay to attend the funeral in the event of death in the immediate family. It is intended that this time be used by the

employee for purposes of handling necessary arrangements and attendance at the funeral. Immediate family is limited to spouse, parents, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, step-children, step-brother, step-sister or any other relative living in the household of the employee.

2. An employee may be excused from work up to one regularly scheduled workday for attendance at the funeral of the following relative: aunt, uncle, niece, nephew, son-in-law, and daughter-in-law.
3. The Human Resources Director may grant an additional day where distance or unusual circumstances are a factor.

ARTICLE 9: Military Leave

1. Military leave shall be made available to employees under the terms and conditions of applicable Federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify the Department Head or designee within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave for all short-term training purposes (e.g. weekend training, two-week training period). Sick leave and annual leave shall not accrue for long-term deployments (e.g. more than 30-day period).
4. Employees shall be paid the difference between the military pay and the City pay, when military pay is less than City pay, upon request. City pay shall be defined as normally scheduled work hours.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks annual training in any one (1) year.

ARTICLE 10: Leaves of Absence

1. Eligibility Requirements:
 - a. Employees shall be eligible for leaves of absence not to exceed twelve (12) months after one (1) year of service with the Fleet Services.
2. Application for Leave:

- a. Any request for a leave of absence without pay shall be submitted in writing by the employee to the Fleet Services Director and Human Resources Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- b. Authorization for a leave of absence without pay shall be furnished to the employee by the Fleet Services Director, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has used all accrued vacation time.
- c. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted, provided there is sufficient time to do so. Any requests that may be eligible for leave under the Family Medical Leave Act (FMLA) should be referred to Human Resources for follow up as applicable.
- d. Employees shall be responsible for the full cost of any health insurance premiums during any leave of absence that does not qualify under the Family and Medical Leave Act.

3. Medical Leave:

- a. A medical leave of absence without pay, in accordance with the provisions of the Family and Medical Leave Act of 1993 and the State of Maine's Family Medical Leave Statute, shall be granted to eligible employees.
- b. A request for a short leave of absence, leave not exceeding one (1) month, shall be answered within five (5) business days. A request for a leave of absence exceeding one (1) month shall be answered within ten business (10) days.
- c. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE 11: Jury Duty

- 1. Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury services. The employee shall furnish to the Fleet Services Director a copy of the order or subpoena to report for jury duty.
- 2. Upon submitting written proof provided by the court and/or receipt of compensation received for jury duty, employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. When including money received for jury duty, the payment received from the City by the employee shall not exceed the employee's straight time wages for a forty (40) hour workweek.

3. Employees reporting for jury duty but not detained will advise the Fleet Services Director that their services are not required and they will report for work as soon as possible. Failure to report to work if not detained may result in disciplinary action.

ARTICLE 12: Seniority

1. The City shall establish a seniority list at the time the agreement is ratified; this list shall be posted as soon as practical. Thereafter, it shall be brought up to date annually and posted on January 1st on bulletin boards for a period of not less than thirty (30) days. A copy of the same shall be sent to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported in writing to the Fleet Services Director and the Union within ten business (10) days from the date posted or it shall stand as accepted.

2. Seniority shall be established as of the last date of permanent hire within the unit and shall not include any previous employment with the City.

ARTICLE 13: Vacancies, Transfers, and Promotions

1. If a vacancy occurs within the bargaining unit, the Fleet Services Director will first determine if there is a need to fill the vacancy. If they determine not to fill the vacancy, they will notify the Union of their decision. If the Fleet Maintenance Manager determines that the vacancy must be filled, they will have the position posted for a period of five (5) working days. Qualified bargaining unit employees may apply in writing expressing their interest in the position. Senior qualified bargaining unit employees wishing to transfer will be awarded the position. For the purposes of determining a qualified applicant, qualified will mean the following: 1) Applicant is able to perform all duties outlined in the job description. 2) Applicant has not had written disciplinary action administered for behavior, performance, or policy violations occurring in a rolling 365-day period.

A vacancy as expressed by this language will be caused by a retirement, promotion, resignation or disciplinary termination.

2. The Fleet Services Director may change the staffing levels on any shift to meet the operational needs of the Fleet Services. The City will notify the Union ten (10) working days prior to the schedule change. If this change requires the reassignment of employees from one shift to another, the City shall ask for volunteers, if there are none, the Fleet Services Director will meet with the Union to discuss how the reassignment may be accomplished. If there is no agreement how the change is to be done, the City shall assign the junior employee(s) in the appropriate classification.

ARTICLE 14: Layoff and Recall

1. In the event of a layoff, employees shall be laid off in the inverse order of seniority by

classification; a two (2) week notice will be given to the employees.

2. Recall from layoff will be in the order of seniority by classification. No vacant position shall be filled until employees on layoff are offered a job in the same position to the one from which they were laid off.

3. It shall be the responsibility of any laid-off employee to keep the City apprised as to their current address for the purpose of notification pursuant to this Article. The employees will be notified by certified or registered mail. The certified or registered mail will be sent to the employees' last known address. Failure to respond to this notice will satisfy the City obligation to recall the employee. Employees must respond within three (3) working days of receipt of notice and must return to work within five (5) working days. If out of state the employee will be allowed ten (10) days to respond. Failure to respond within the allotted time frames shall result in termination.

4. The City's responsibility to recall employees within the bargaining unit on layoff shall be limited to six (6) months from the date of the original layoff.

ARTICLE 15: Wages-Overtime

1. Current employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A.

A. The attached wage schedules shall be considered a part of this Agreement.

B. Effective July 2, 2023, the wages will reflect a COLA increase of 5% with scale adjustment. Effective June 30, 2024, wages will reflect a COLA increase of 2%. Effective June 29, 2025, wages will reflect a COLA increase of 2%.

2. All employees covered by this Agreement shall receive one and one-half (1 ½) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week. For the purpose of calculating overtime pay "hours worked" are described in Article 4, Section 3

3. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but based on a performance rating prepared by the Fleet Services Director in accordance with the current Performance Evaluation Manual.

4. There will be no pyramiding of any compensation listed in this Labor Agreement. Employees shall not be paid more than once for any hours of work or any other form of compensation listed under any provisions of this Article or Agreement.

5. Employees will be allowed to accumulate up to eighty (80) hours of compensatory time off.

It is understood that any compensatory time taken will be paid at straight time and will not be used to calculate overtime hours.

ARTICLE 16: Health Insurance

1. Effective January 1, 2023, the basic health insurance plan shall be the CIGNA Open Access Plus (OAP 90% Plan) with the City and employees paying the following amounts:

City of Bangor

CIGNA Health Insurance Rates Effective 1/1/23 to 12/31/23

Weekly Cost			
	<i>Employee</i>	<i>Employer</i>	<i>Total</i>
OAP 90%			
Employee + Family/Spouse	\$178.96	\$536.87	\$715.82
Employee + Children	\$105.33	\$362.79	\$468.12
Employee only	\$55.09	\$220.36	\$275.45
OAP 80%			
Employee + Family/Spouse	\$237.49	\$536.87	\$774.36
Employee + Children	\$143.56	\$362.79	\$506.35
Employee only	\$77.54	\$220.36	\$297.90
90% LOWER OPTION			
Employee + Family/Spouse	\$143.15	\$429.44	\$572.59
Employee + Children	\$84.28	\$290.31	\$374.59
Employee only	\$44.12	\$176.47	\$220.59
H S A			
Employee + Family/Spouse	\$107.51	\$322.53	\$430.04
Employee + Children	\$63.30	\$218.03	\$281.33
Employee only	\$33.13	\$132.54	\$165.67

2. Contribution rates for the OAP-Low Option and the 90% health insurance plans effective January 1, 2018, shall be established by the following formula. For employees electing the 80% plan, the city will contribute the same dollar amount by coverage type contributed to the 90% plan, and the employee shall pay the difference.

Open Access Plus 90% Plan

	Employer%	Employee%	Total
Family, 2 person	75.0	25.0	100.0
Single Parent	77.5	22.5	100.0
Single	80	20	100.0
+ 19	0	0	0

3. The City’s contribution to health insurance effective January 1, 2019 and thereafter will be limited to one-half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.

4. Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, including the School Department, is not eligible for dual health insurance coverage.

5. The City reserves the right to change insurance companies and insurance plans or self-insure as long as one of the health insurance plans is similar in coverage to the current Cigna OAP 90% plan.

The City reserves the right to offer additional health insurance plans provided by the health insurance provider at that time to the employees.

6. Given the overall cost associated with providing group health insurance coverage, the continuing rise in health insurance premium costs to both the City and employees, and the recent implementation of the federal Patient Protection and Affordable Care Act (ACA), the parties agree without reservations to re-open the Health Insurance Article during the term of this agreement to meet, discuss and negotiate group health insurance topics, including but not limited to group health care providers, health care plan(s), coverage and benefit structure, premium costs and cost sharing formulas, ACA implications/impact including the assessment of the so-called Cadillac Tax Penalty effective 1-1-18, as well as other topics that may be specifically related to providing health insurance coverage.

ARTICLE 17: Union Activities on City's Time and Premises

1. All employees covered by this Agreement who are officers of the Bangor Federation of Public Employees, Local 6071, AFL-CIO shall be allowed time off for official Union business with representatives of management upon appointment, providing, there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend to Union matters except as provided above and except when the

steward is investigating a grievance and only with the approval of the Fleet Services Director.

2. During the term of this Agreement, employees may request permission from the Fleet Services Director to hold Union meetings in the locker room outside of working hours. Representatives of the Federation of Public Employees, Local 6071, may attend the meetings if the Fleet Services Director has been previously advised. It is understood that the meetings will not disrupt the operations at the Fleet Services. If in the opinion of the City and/or the Fleet Services Director the meetings disrupt operations at the Fleet Services, they may be terminated by advising the Union in writing. If the City decides to terminate the meetings, the decision to terminate shall be final.

3. Union representatives may represent the Union or Union members in matters covered under this Agreement. Union representatives may be allowed to request regular scheduled days off for official Union business. Such permission may not be unreasonably denied provided there is sufficient staffing available to cause no interference with or disruption of normal operations and providing the absence does not have to be covered with overtime.

4. Upon notification to and prior approval of the Fleet Services Director, Union representatives of Federation of Public Employees, NNEC, AFL-CIO may be allowed to visit the City Fleet Services facility and/or surrounding area to assist in grievances and confer with employees covered by this agreement. Any time spent by employees with any official Union representatives while conducting Union business shall be considered non-work time, and any such meetings shall be held in non-work areas unless mutually agreed otherwise. Any such visits shall not interfere with the normal operation of the Fleet Services nor the performance of the employee's primary duties and responsibilities.

ARTICLE 18: Discipline and Discharge

1. Discipline:

Employees will only be disciplined or discharged for just cause. Progressive discipline shall be appropriate unless an offense is grievous.

a. Disciplinary action shall include only the following but not necessarily in order:

Oral reprimand

Written reprimand

Reduction in Step (Maximum of 5% per offense)

Suspension (notice to be given in writing)

Discharge (notice to be given in writing)

b. If the employer has reason to reprimand an employee, whenever possible, it shall be done in a manner that will not embarrass the employee before other employee(s) or the

public.

c. If the City feels that the possibility exists that serious disciplinary action (suspension, discharge) will occur, then the Fleet Services Director may place the employee involved on paid or unpaid administrative leave. If the employee is not disciplined for the incident, then the employee will be paid for the hours lost while on unpaid leave.

d. It is the intent of the parties that any notices concerning disciplinary action and/or actual disciplinary action occur as soon as practical following the incident giving rise to the need for notice and/or disciplinary action. As a general rule, any notice concerning proposed disciplinary action shall be given to the employee not more than ten (10) working days after the date of the incident, unless the employees' absence prevents the City from taking action or the City did not have knowledge that an offense had occurred. Further, unless a request is made by the City or the Union to extend the actual disciplinary deadline, any disciplinary action shall occur within twenty-one (21) working days of the incident or when management could have been reasonably expected to know about the incident/situation giving rise to the intended discipline.

e. Failure to sign an authorization card shall not be a reason or cause for disciplinary action by the City.

2. Suspension and Discharge:

a. The employer shall have the right to suspend, reduce in step or discharge any employee, and shall inform the employee and the Union in writing of the action taken and the reason for such action.

b. The employee and the Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure throughout the arbitration step if deemed necessary by either party.

c. Should it become apparent during a counseling session between the employee and their supervisor which may lead to discipline, that action taken beyond the documentation of such meetings is necessary, if the employee requests union representation, the meeting shall be terminated until such time as a Union Representation may be present.

d. Any written disciplinary action placed in the employee's personnel file shall be dated and the employee and the Union shall receive a copy.

ARTICLE 19: Work Rules

1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards and will become effective five (5) working days after the

posting.

2. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement. Should there be any doubt as to the employee's obligations, they shall comply with the rules and then grieve if they feel this action is necessary.

ARTICLE 20: Management Rights

1. The City has and will continue to retain, whether exercised or not, the sole and exclusive right to operate and manage its affairs in all respects, and the power or authority which the City has not abridged, delegated or modified by the expressed provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include but not be limited to the following: operation of the department, direction of the work force including the right to assign work and overtime, the right to determine the locations, methods, means, and personnel by which operations are to be conducted, including determining if goods and/or services are to be provided or subcontracted, the right to set work standards to measure productivity and efficiency, the right to hire, to terminate probationary employees, discharge or suspend employees for just cause, the right to determine and alter the composition and size of the workforce, to promote, to reduce or expand the work force, to transfer, to maintain discipline, to establish work schedules and shift assignments, the right to subcontract work the City deems necessary and the right to introduce new, change current or improve methods of operation or facilities.

3. The employer has, and will continue to have, the right to establish reasonable rules and regulations in accordance with Article 19, Work Rules.

ARTICLE 21: Probationary Period

1. All appointments shall be made for a probationary period of twelve (12) consecutive months. Probationary employees shall be subject to the provisions of this Agreement except that the City shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such new employee within one (1) year from the commencement of the probationary period. Neither the Union nor any employees released from employment in accordance with this Article will be allowed to pursue or process their termination in accordance with the contractually established grievance or arbitration procedure.

ARTICLE 22: Health and Safety/Uniforms

1. The City shall provide each employee all necessary protective clothing and equipment as determined by the Fleet Services Director.

2. The employer and employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.

3. The City will pay the published rates from Penobscot Eye Care. Any increase beyond those listed by the City provider will be absorbed by the City for the duration of this agreement. Copy of the current agreed upon rates are attached as Appendix B.

The Fleet Services Director will evaluate any additional requests for prescription safety eyewear on a case-by-case basis, at their discretion an additional pair may be approved. If at any time during this agreement the prescription safety eyewear is damaged or deemed unwearable in the course of the employees' work, the City agrees to replace based on the published rates.

The City will select a licensed Optometrist who will provide safety eyewear services. The City will not pay for routine eye exams. If, for any reason, Penobscot Eye Care is no longer available to provide prescription eyewear, both parties must agree to new provider and rates.

4. The City will pay 75% of the cost of uniform rental. The City will determine the vendor, style, color, cost and amount of clothing each employee shall have. The uniform will have in a prominent place the City of Bangor logo. Defacing the uniform may result in disciplinary action.

5. The City will provide the following amounts for the purchase of safety boots:

Employees shall receive three hundred (300) dollars for the purchase of safety boots for each year of this contract. Employees may choose to take the boot allowance as a one-time payment or work with the Fleet Services Director to ensure a tax-free purchase either via existing reimbursement procedures or through a City account, not to exceed the total allowance.

6. Employees shall receive eight hundred (800.00) dollars for the purchase of tools for each year of this contract. The City will continue to provide gloves, flashlight batteries and ear protection as well as other safety related items. Parties agree that the tool allowance will be remitted by the City on a one-time, per annum basis, i.e., it will not be taken via several purchase orders during the course of the involved contract year.

Note: The City will not payout the boot allowance and tool allowance within the same pay period. The Fleet Services Director will coordinate the payments with the Union to occur in the month of July. In the event an employee is hired after July, the amount will be prorated on a monthly basis for the remaining amount (e.g. hired in October the employee would be paid out \$825 total for both tool and boot allowance (as opposed to the full amount of \$1,100).

ARTICLE 23: Grievance Procedure

1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and maintain morale.

2. Any grievance or dispute between the parties concerning the meaning or application of this agreement shall be settled in the following manner.

3. Step 1:

The aggrieved employee(s) and/or the Union steward or Union official shall, within five (5) working days after the occurrence of the alleged grievance, present the grievance in writing to the Fleet Services Director, or their designee. The Fleet Services Director will meet with the aggrieved party or parties in an effort to resolve the grievance. Their written decision shall be made to the party or parties within ten (10) working days from the date of their receipt of the grievance.

4. Step 2:

If the decision of the Fleet Services Director is not satisfactory, the employee and/or the Union may submit the grievance, in writing, to the Human Resources Director or their designee, within ten (10) working days after receipt of the decision of the Fleet Services Director. The Human Resources Director or their designee, shall meet with the aggrieved party and shall render their decision, in writing, to the employee and shop steward within fifteen (15) working days following the day the grievance was heard by them.

5. Step 3:

If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Human Resources Director or their designee, by written notice to the other, request arbitration. If either party fails to move the grievance to arbitration within the above time frame, the grievance shall be voided and the matter will be considered settled.

6. If the parties cannot agree to a single arbitrator or arbitration panel, the arbitration proceedings shall be conducted through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. The arbitrator selected/assigned shall have no authority to add to, subtract from or modify the provisions of this Agreement. Their decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be borne equally by the parties.

7. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) days after conclusion of testimony and argument.

8. Expenses for the services of the arbitrator and the arbitration proceedings shall be borne by the City and the Union equally. However, each party shall be responsible for compensating its own representatives and witnesses.

9. Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance, as set forth in 26 MRSA, §967.

10. Time limits may be extended in writing by mutual agreement.

ARTICLE 24: Training

1. As a condition of employment at City expense, each employee shall attend and participate in all training sessions or courses as may be directed by the Fleet Services Director. If the training is not on site, the employees shall be paid their normal hours of work at their regular hourly rate. The employee shall be reimbursed for their expenses. If the City determines that training is required due to the introduction of new equipment, which is unfamiliar to employees at the Fleet Services, using the same guidelines it has used in the past, the City will continue to provide training to employees at the Fleet Services. The City will train the employees who are assigned to use the new equipment. Each employee by their signature shall acknowledge having been trained or having participated in such sessions if required.

2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at City expense with the advanced written approval of the Fleet Services Director and the Human Resources Director. Such courses may not be taken during normal working hours unless so directed by the Human Resources Director. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.

3. Training will be made available in accordance with the business needs of the Fleet Services. If possible, training opportunities will be posted and the Fleet Services Director will select employees to be trained. The intent of said training is designed to upgrade services provided at the Fleet Services.

ARTICLE 25: Workers' Compensation

1. Workers' Compensation insurance coverage for employees in this unit will be in accordance with the City of Bangor's Personnel Rules and Regulations. Present rules state that employees will be paid full pay and benefits for a period of ten (10) weeks from the date of original injury. After ten (10) weeks, coverage will be in accordance with State Legislation.

2. It is understood that the City of Bangor's Personnel Rules and Regulations may be amended at any time by a majority of the City Council. However, providing the City Rules and Regulation do not cover specific instances or occurrences, if a conflict arises between City Rules and the Law, the City intends to follow the Workers' Compensation Act.

3. After one (1) year from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for

which were hired. If the physician determines that the employee will not be able to return to their normal duties, then the employee shall either apply for disability retirement, retire or be terminated by the City, whichever shall occur first. The City will bear the cost of this examination.

4. The City maintains the right to assign any employee who qualifies for Workers' Compensation to any "Light Duty" position in the City service, which they are capable of performing, on a temporary or permanent basis. Light duty at full pay shall be limited to six (6) months.

ARTICLE 26: Retirement

1. The City agrees to participate in the cost of pension payments, which provide for the following, except as otherwise provided for in Section 2 of this Article:
 - a. A retirement formula of 1/50.
 - b. Retirement at one-half pay with 25 years of service - age 60
 - c. Reduced retirement with 25 years of service and under age 60.
 - d. Minimum retirement allowance of \$100 per month with 10 years of service.
2. The City shall continue to provide retirement benefits through the Maine State Retirement System for all members of the bargaining unit who are regularly scheduled for more than twenty (20) hours per week until such time as an "alternate defined contribution plan" so-called shall be made available. At the time such alternate plan is in place and available, employees covered by this Agreement, who are participating in the Maine State Retirement System, shall be provided the option of either continuing to participate in the Maine State Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine State Retirement System and/or the rules governing Maine State Retirement. Any employee hired after the inception date of the alternate plan shall be required to participate in said alternate plan with the following terms and conditions:
 - A. Contribution Levels: The City shall contribute nine (9) percent of the employee's gross earnings and the employee shall contribute six and one-half (6.5) percent of their gross earnings.
 - B. Vesting Period: Employees will be considered vested in the Plan after the successful completion of one (1) year of service with the City.
 - C. Disability Coverage: The City shall provide a long-term disability plan that provides for comparable coverage to the existing MSRS Disability Plan should the employee become disabled and not able to perform work.

ARTICLE 27: No Strike - No Lockout

1. The City, its representatives and the local, its officers, representatives and members shall abide by the Municipal Public Employment Labor Relations Act of the State of Maine, in effect the date this contract was signed.
2. The parties agree that during the term of this agreement there will be no strike, work stoppage, sit down, slowdown or lockout.

ARTICLE 28: Savings Clause

In the event any federal or state law conflicts with any provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The provision(s) so affected may be renegotiated if requested by either party.

ARTICLE 29: Bulletin Boards

1. The City will provide either space or a separate bulletin board to the Union for the posting of notices pertaining to Union business. City material and Union material shall be on separate bulletin boards.
2. The City reserves the right to remove any material it determines to be controversial from any bulletin board. If disputes arise concerning the City action, the matter will be resolved through the grievance procedure.

ARTICLE 30: Personnel File

The personnel file maintained in Human Resources shall be regarded as the official personnel file. Access to the employee's personnel file shall be in accordance with Maine State Law. After the employee has reviewed the personnel file, copies will be provided as time permits. The City reserves the right to charge for copies.

ARTICLE 31: Subcontracting

In the event that subcontracting causes a layoff(s), the City will advise the Union in advance of the effective date as possible. The employee(s) will receive one month's severance pay and the City will bargain over the impact.

ARTICLE 32: Finality

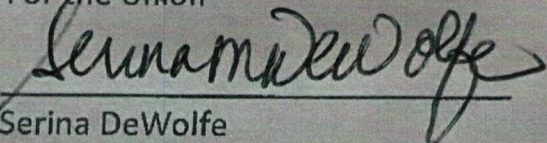
1. This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.

1. This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement, including impact, even though such subjects or matters have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

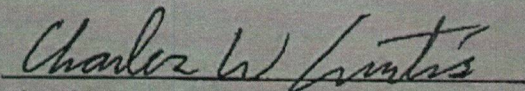
ARTICLE 33: Duration

1. This Agreement shall be effective July 1, 2023 and shall continue in full force and effect until midnight the 30th day of June 30, 2026.
2. In the event that collective bargaining pursuant to 26 MRSA shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract has been negotiated.
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives as follows:

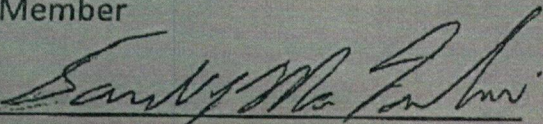
For the Union



Serina DeWolfe
Representative

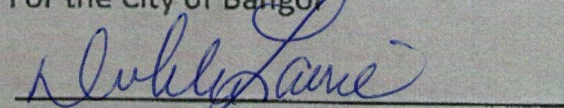


Charles W. Curtis
Member




Darrell MacFarline
Member

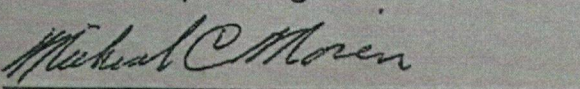
For the City of Bangor



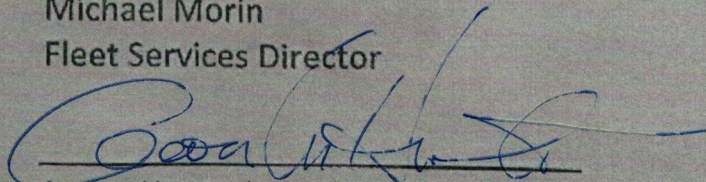
Debbie Laurie
City Manager


_____ 9/11/23

Courtney L. O'Donnell
Assistant City Manager



Michael Morin
Fleet Services Director



Aaron Huotari
Public Works Director

Appendix A

Year 1 - Effective July 2, 2023 - adjusted w/	5.0%	Hourly Wage by Step										
		1	2	3	4	5	6	7	8	9	10	11
Automotive Lead Technician		25.44	26.71	27.38	28.07	28.77	29.49	30.23	30.99	31.76	32.56	33.38
Auto Maint. Technician II/Painter		22.91	24.06	24.65	25.27	25.90	26.55	27.22	27.90	28.59	29.31	30.04
Stores Clerk		17.60	18.48	18.94	19.41	19.90	20.39	20.91	21.43	21.97	22.51	23.08
Custodial Worker II		14.96	15.71	16.10	16.50	16.91	17.33	17.76	18.20	18.65	19.11	19.59
Year 2 - Effective June 30, 2024	2.0%	Hourly Wage by Step										
		1	2	3	4	5	6	7	8	9	10	11
Automotive Lead Technician		25.95	27.24	27.93	28.63	29.35	30.08	30.83	31.61	32.40	33.21	34.05
Auto Maint. Technician II/Painter		23.37	24.54	25.14	25.78	26.42	27.08	27.76	28.46	29.16	29.90	30.64
Stores Clerk		17.95	18.85	19.32	19.80	20.30	20.80	21.33	21.86	22.41	22.96	23.54
Custodial Worker II		15.26	16.02	16.42	16.83	17.25	17.68	18.12	18.56	19.02	19.49	19.98
Year 3 - Effective June 29, 2025	2.0%	Hourly Wage by Step										
		1	2	3	4	5	6	7	8	9	10	11
Automotive Lead Technician		26.47	27.78	28.49	29.20	29.94	30.68	31.45	32.24	33.05	33.87	34.73
Auto Maint. Technician II/Painter		23.84	25.03	25.64	26.30	26.95	27.62	28.32	29.03	29.74	30.50	31.25
Stores Clerk		18.31	19.23	19.71	20.20	20.71	21.22	21.76	22.30	22.86	23.42	24.01
Custodial Worker II		15.57	16.34	16.75	17.17	17.60	18.03	18.48	18.93	19.40	19.88	20.38